

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

IN RE: TONY HOSKINS (Chapter 13)
DEBTOR

CASE NO.: 15-13085

MOTION TO APPROVE TRIAL MORTGAGE MODIFICATION

Now comes Catherine Umberger, as attorney for Debtor in the above-styled cause who files this Motion to Approve Trial Mortgage Modification in this cause and, in support thereof, would respectfully show unto the Court the following:

1. The above Debtor filed a Chapter 13 case, Case No. 15-13085 on September 2, 2015.
2. The previous plan listed Debtor's ongoing mortgage payments to be paid directly to Chase.
3. Debtor has become eligible for a modified loan with mortgage payments at \$1,783.46 per month beginning on October 1, 2016 for a period of three months.
4. The terms of the trial mortgage modification are as follows:
 - 1st payment: \$1,783.46 by 10/01/2016
 - 2nd payment: \$1,783.46 by 11/01/2016
 - 3rd payment: \$1,783.46 by 12/01/2016Any payments received by Chase during the trial period, will be applied to the trial payments.
5. Debtor prays that the Trial Mortgage Modification be granted for him to continue making direct payments to Chase at the new rate of \$1783.46 beginning with the October payment.

WHEREFORE, the Debtor respectfully asks this Court to schedule a hearing on the motion to approve mortgage modification and approve the trial modification.

Respectfully submitted,

/s/ Catherine Umberger
Catherine Umberger, ESQ. (MS 104458)
Mayfield Law Firm, P.A.
106 W Franklin Street
Tupelo, MS 38804
662-841-8844

CERTIFICATE OF SERVICE

I, Catherine Umberger, the undersigned counsel, do hereby certify that I have this day served a true and correct copy of the foregoing **Motion to Approve Trial Mortgage Modification**, via electronic mail and order U.S. Mail upon the following:

Terre Vardaman
(Trustee)

Chase
PO Box 469030
Glendale, CO 80246-9030

U.S. Trustee
Office of The United States Trustee
United States Courthouse
501 East Court Street, Suite 6-430
Jackson, MS 39201

(U.S. Trustee)

/s/ Catherine Umberger
Kenneth Mayfield

September 28, 2016
Date

September 12, 2016

Kenneth Darryl Mayfield
Po Box 9
Tupelo, MS 38802

You're preapproved for a mortgage modification that could lower your payments

Account: [REDACTED]
Property Address: 172 Traceview Drive
Houston, MS 38851-0000
Bankruptcy Case Number: 15-13085
Customer Name(s): Tony Hoskins and Patricia A. Hoskins

Dear Tony Hoskins and Patricia A. Hoskins:

You've been preapproved for a mortgage modification that could lower your monthly payments. All you have to do is:

- Send in all of your payments by the due dates listed on the Trial Period Plan payment schedule. If we don't receive your payments on time, you won't receive a permanent modification. Your pre-modification loan requirements are still in effect and won't change during the trial period.
- Call us to accept this offer by September 26, 2016.
- Maintain enough flood insurance coverage if your home is in a flood zone.
- Meet all other requirements described in this letter.

Before we can modify your loan, you'll need to call us to accept this offer by September 26, 2016, successfully complete a Trial Period Plan by making on-time, trial period payments instead of your regular mortgage payments and complete the other terms of your trial plan.

Here are the Trial Period Plan payment amounts and due dates we're offering you:

Trial Payment Due Date	Amount
1st payment: 10/1/2016	\$1,783.46
2nd payment: 11/1/2016	\$1,783.46
3rd payment: 12/1/2016	\$1,783.46

These payments will replace your current monthly mortgage payments. Be sure to send them by the due date each month to help ensure you're eligible for a permanent modification.

If your last trial period payment is made in the last half of the month it is due, we may extend your Trial Period Plan by an extra month.

Important Notice: In order to remain eligible for this loan modification, send us only the Trial Period Plan amount by the trial plan due date listed. If we receive more than the Trial Period Plan amount, it could put



To complete your modification, we may need clear title to your property, which means that you have ownership of the property and there are no other liens against the property or payments owed that would result in our lien not being fully enforceable or losing its first lien position. We'll also need to confirm the marital status of each person named on the title.

You'll need to contact us by phone or mail to accept this offer by September 26, 2016, and send in your payment by October 1, 2016.

If this is your primary residence, we may be able to offer you a mortgage modification under the Federal Home Affordable Modification Program (HAMP) with a lower monthly payment. We must receive a complete application, which includes copies of all required financial documents, by November 6, 2016, to see if you're eligible. If you complete your trial payment plan as required under the terms of this agreement and qualify for HAMP, we'll finalize your modification using the HAMP terms and you won't need to complete a new trial payment period.

If you send us a complete application after you've accepted this offer and made your first trial payment, we'll only review your eligibility for HAMP and not for any other mortgage assistance options for which you may be eligible. Please send us a complete application before making your first trial payment if you would like to be reviewed for all assistance options.

If we don't receive a complete application by November 6, 2016, or if we receive your final trial plan payment before a complete application, we'll finalize the modification described in this letter. This means that we won't review your eligibility for the HAMP modification or other mortgage assistance options for which you may be eligible.

If you already sent us a complete application or plan to do so before making your first trial payment, we'll evaluate your financial documents to see if you qualify for all mortgage assistance options available, including the HAMP modification.

You can visit chase.com/MortgageAssistance for more information and to download the required forms, or call us at one of the numbers below to request an application package.

During the trial period, your payments may be different than the normal monthly amount listed on your mortgage documents.

Incentives

Incentives may be available in connection with a HAMP modification if you return a complete application with all financial documents and qualify for a HAMP modification. To discuss other mortgage assistance options that may be available, including the HAMP modification, please call us at one of the numbers below.

If you previously received a HAMP modification and you accept this trial plan, you'll no longer be eligible to receive any incentives you may have qualified for as part of an earlier HAMP modification, even if you don't receive a final modification. Also, if you enter into a new final modification, its terms and conditions (including payment amount and interest rate) will replace those of any previous final modification.

After you make all trial period payments and comply with all terms of this offer, which may include increasing your flood insurance coverage, we'll send you a final modification agreement for you to sign and return.

If you complete all the terms of the trial period, we'll modify the term of your loan and change the interest rate to a fixed 3.5% rate. This may change your monthly payment to a new amount for the remaining term of your loan. Your payment may be different than the Trial Period Plan payments because of your monthly escrow amount for taxes and/or insurance.

We want to help you keep your home. **If you don't contact us by September 26, 2016, you may not be**

Sincerely,
Chase

1-877-496-8770

1-800-582-0542 TTY

1-866-282-5682 Fax (Free of charge from any Chase branch)

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando a uno de los números indicados anteriormente de lunes a viernes de 8 a.m. a 10 p.m., hora del Este.

Enclosed:

- Frequently Asked Questions
- Additional Trial Period Plan Information and Legal Notices
- Payment Coupons

CR49818-e
BA035



Information about your bankruptcy filing

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code ("the Bankruptcy Code"), this notice is for compliance with non-bankruptcy law and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. Nothing in this letter (including our use of the words "your," "loan," "mortgage," or "account") means that you're required to repay a debt that's been discharged. Any payment you make on the account is voluntary, but we still have rights under the security instrument, including the right to foreclose on the property.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

Information for Servicemembers and their dependents

If you or any occupant of your home are or recently were on active Military duty or related active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA), state law, or Chase policy. This includes protection from foreclosure or eviction, and in some cases, interest rate benefits. Some protections also may be available if you are the dependent of an eligible Servicemember. Although Servicemember interest rate benefits under the Servicemembers Civil Relief Act don't allow you to defer payments, California law allows for a six-month deferral if certain conditions are met.

For more information, please call Chase Military Services at 1-877-469-0110.



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What is a mortgage modification? Document Page 7 of 11

A mortgage modification permanently changes the terms of your loan, and may help to make your payments more affordable for the life of the loan. You have an opportunity to modify your loan as long as you successfully complete all the terms of the trial period.

Why are you offering me this option?

We want to continue to work with you to determine a long-term solution. We know many homeowners are having difficulty with their mortgage payments and need assistance. That's why we're offering you preapproval for a mortgage modification. Our goal is to help make your mortgage more affordable and, most importantly, help you keep your property.

What are the benefits of a mortgage modification?

A mortgage modification offers you a permanent long-term solution to make your mortgage more affordable.

Is there a trial period I have to complete?

Yes. You'll be required to complete a trial period before entering into a permanent modification agreement. We won't permanently modify your loan until you:

- Meet all of the terms of the trial period,
- Have a flood insurance policy and coverage amount that meets our requirements, if your property is in a flood zone where this is necessary, and
- Enter into a modification agreement.

Why is there a trial period?

The trial period may offer you immediate payment relief and gives you time to make sure you can manage your new monthly mortgage payment. Please remember that this is only a temporary Trial Period Plan. Your existing loan and loan requirements stay the same during the trial period.

How much are my Trial Period Plan payments and when are they due?

Your payment amount and the day each month that your payment is due during the trial period is listed in the cover letter of this package.

What happens if I don't complete the Trial Period Plan or if my loan becomes past due after it's modified?

If you don't accept this offer by September 26, 2016, make the specified Trial Period Plan payments in full by the due date on the Trial Period Plan payment schedule, or meet any of the other plan requirements, you won't qualify for a permanent modification and won't be allowed to enter into the permanent modification associated with this offer. If your loan becomes past due after you successfully complete the trial period and enter into a permanent modification, you may not be eligible for another loan modification. But we'll look at other options that may help you, including selling your home for less than the balance remaining on the mortgage or releasing the property instead.

What happens if I misstate or misrepresent my information/documentation?

If you have intentionally misrepresented any facts on any of the forms or documents you send us to show your status, financial information or hardship, the Trial Period Plan and any permanent modification may be canceled. Also, knowingly submitting false information may violate federal law.

If I receive a mortgage modification, will the credit reporting for my mortgage be affected?

If your mortgage isn't up to date when you begin a Trial Period Plan, we'll report your mortgage as being past due to the credit reporting agencies during the plan. If you make each trial payment on time, we'll make a special comment that you're paying under a partial payment agreement. If we permanently modify your loan, we'll report the mortgage status and make a special comment that you are paying under a modified payment agreement. Completing a modification does not change previous adverse credit reporting. For more information about your credit score, go to consumer.ftc.gov and click the "Money and Credit" tab, then "Credit and Loans," and then "How Credit Scores Affect the Price of Credit and Insurance."



- If your loan is modified, we'll give you a lump sum payment for the unpaid late charges.
- Reinstating your loan during the trial period could put your loan in jeopardy of not qualifying for the program under the investor/insurer guidelines.
- Making contractual payments could put your loan in jeopardy of not qualifying for the program under the investor/insurer guidelines.

Why do I need to increase my flood insurance coverage if my loan is permanently modified?

If you're required to have flood insurance, federal law requires your flood insurance coverage amount to be reviewed before a permanent loan modification can be completed. You may need to increase your coverage amount if, for example, the principal balance of your loan increases because of the mortgage modification.

How was my new payment in the trial period determined?

Your Trial Period Plan payment is based upon a variety of factors, including the current value of your property, the unpaid loan balance and the amount past due. This information is used to provide the most affordable terms. The modified monthly payment should be enough to pay your modified principal and interest, as well as escrow amounts to cover your property taxes, insurance premiums and other permissible escrow fees based on our current escrow analysis. Your modified monthly payment may change if your property taxes and insurance premiums change, as permitted by law. If you didn't have an escrow account before, you'll be required to establish an escrow account. Due to the timing of your tax and insurance payments, we've determined that there was a projected shortage of funds in your escrow account at time of trial approval in the amount of \$4,361.85. This amount was calculated to be repaid over a 5-year (60-month) period and has been included in the payment stated above. If you wish to pay the total shortage now in one lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.

There may be additional escrow disbursements that accrue during your trial period. Repayment of these additional escrow disbursements may be included in the capitalized principal balance and will be spread over a 5-year (60-month) period as determined by the escrow analysis that will be performed after the completion of the modification. This additional escrow advance accrual may increase your total monthly mortgage payment. If you wish to pay the total advance now in one lump sum, please contact us. Paying this amount now in a lump sum will reduce your new monthly mortgage payment.

When will I know if my mortgage can be modified permanently and how will the modified loan balance be determined?

Once you accept this offer, make all of your Trial Period Plan payments on time and complete the terms of your trial period, we'll send you a modification agreement explaining the terms of the modified loan. The modification agreement will become effective once it's been signed by both you and us and, if applicable, when we've approved your flood insurance coverage amount. We'll add any difference between the amount of the Trial Period Plan payments and your regular mortgage payments to the balance of your loan, along with any other outstanding amounts, as permitted by your loan documents. While this will increase the total balance on the account, it shouldn't significantly change the amount of your modified mortgage payment.

Will my interest rate and principal/interest payment be fixed after my loan is permanently modified?

Once your loan is modified, your interest rate and monthly principal and interest payment will be fixed for the life of your mortgage. Your new monthly payment will also include an escrow amount for property taxes, hazard insurance and other escrowed expenses, but we'll let you know the amount to include with your monthly payment.

When I complete the Trial Period Plan, can I prepay on my mortgage?

After you make all of the Trial Period Plan payments and we complete the permanent modification of your mortgage loan, you can send your monthly payments before they're due without restrictions or penalties.

The terms of this offer are accepted and the terms of your Trial Period Plan are effective on the day you make your first Trial Period Plan payment, provided you have paid it on or before October 1, 2016. By accepting this offer, you and we agree that:

During the trial period, we may accept and post your Trial Period Plan payments to your account.

- You agree that we may hold the Trial Period Plan payments in an account until there's enough to pay each of your monthly trial payment obligations. You also agree that we won't pay you interest on the amounts held in the account. Any amounts remaining at the end of the trial period will be applied to any outstanding amounts due at the end of the trial period, which will reduce the amount added to the principal balance of your modified loan.

If your monthly payment didn't include escrows for taxes and insurance, we've established an escrow account for these items.

- Any previous agreement to remove an escrow account for your loan to let you pay your taxes and/or insurance directly has been canceled. You agree to pay required escrows into that account.

Your current loan documents remain in effect, but you can make the Trial Period Plan payments instead of the payments required by your loan documents.

- You agree that all terms and provisions of your current mortgage note and mortgage security instrument remain in full force and effect and you will comply with those terms; and that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.

The offer for a Trial Period Plan will be rescinded if an error is detected.

- You agree that if an error in the terms of the Trial Period Plan or in our determination of your eligibility is detected after we send you the Trial Period Plan Notice, the Trial Period Plan will be void and of no legal effect once we let you know about the error. You understand that a corrected Trial Period Plan will be provided only if we determine that you're still eligible for a loan modification after the error is corrected.



Mortgage Modification

Overview: A modification is a change to the terms of your mortgage loan and may lower the monthly payment amount or interest rate.

Benefit: This option permanently changes the mortgage loan and may make your payments or terms of the loan more affordable.

Reinstatement

Overview: Pay the total outstanding amount in one lump sum payment by a specific date. This may follow a forbearance plan, which is described below.

Repayment Plan

Overview: Pay back the outstanding amount with your regular payments over an extended period of time. This means your monthly payments will be higher than normal as part of a repayment plan. You may also be required to make an initial down payment (or contribution) to get started.

Benefit: Allows you time to catch up on payments over a specific period of time.

Forbearance Plan

Overview: Make reduced mortgage payments or stop making payments for a specific period of time.

Benefit: Allows you time to improve your financial situation.

Short Sale

Overview: Sell the property for less than the balance remaining on your mortgage. Based on your financial situation, you may be required to make a cash contribution and/or execute a promissory note to be eligible for this option.

Deed-in-Lieu of Foreclosure

Overview: Transfer the ownership of the property to us. Based on your financial situation, you may be required to make a cash contribution and/or execute a promissory note to be eligible for this option.



Make your payments on time!
Send your payments by the due dates listed on each payment slip below for your new payment to be permanent.

Clip and return this portion with your FIRST payment

FIRST PAYMENT

Mail your first payment
to the address below by
October 1, 2016.

ACCOUNT NUMBER
Tony Hoskins and Patricia A. Hoskins

FIRST PAYMENT AMOUNT:

\$ _____

Chase
MS: GSESol
Mail Code: OH4-7387
3415 Vision Dr.
Columbus, OH 43219-6009

Make check payable to: **Chase**
If you have questions, please call us
at 1-877-496-8770.
Please allow 7 to 10 days for postal delivery.

Clip and return this portion with your SECOND payment

SECOND PAYMENT

Mail your second payment
to the address below by
November 1, 2016.

ACCOUNT NUMBER
Tony Hoskins and Patricia A. Hoskins

SECOND PAYMENT AMOUNT:

\$ _____

Chase
P.O. Box 9001871
Louisville, KY 40290-1871

Make check payable to: **Chase**
If you have questions, please call us
at 1-877-496-8770.
Please allow 7 to 10 days for postal delivery.

Clip and return this portion with your THIRD payment

THIRD PAYMENT

Mail your third payment
to the address below by
December 1, 2016.

ACCOUNT NUMBER
Tony Hoskins and Patricia A. Hoskins

THIRD PAYMENT AMOUNT:

\$ _____

Chase
P.O. Box 9001871
Louisville, KY 40290-1871

Make check payable to: **Chase**
If you have questions, please call us
at 1-877-496-8770.
Please allow 7 to 10 days for postal delivery.